



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

November 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: HAHN'S TROLLEY AND SHUTTLE SERVICE -
UNINCORPORATED COMMUNITY OF WILLOWBROOK
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this service continues to be more economically performed by an independent contractor than by County employees.
2. Approve Amendment 9 to Contract No. 71937 with Watts Labor Community Action Committee for Hahn's Trolley and Shuttle Service to extend the operation and management of transit services on a month-to-month basis for up to six months beginning December 1, 2007.
3. Authorize the Department of Public Works to expend a total contract sum of up to \$462,000 with a monthly amount of up to \$77,000 for this extension.
4. Delegate authority to the Director of Public Works or his designee to expend up to an additional 30 percent of the contract sum for bus rental costs when County-owned vehicles are out of service for extended periods of time (i.e., bus rehabilitation efforts) and for unforeseen, additional items of work within the scope of the contract, if required.
5. Delegate authority to the Director of Public Works or his designee to execute the amendment.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue the fixed-route transit service on a month-to-month basis for up to six months beginning December 1, 2007, while the Department of Public Works (Public Works) completes the solicitation process for a replacement contract.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Organizational Effectiveness (Goal 3). This amendment will continue to utilize the current contractor's expertise to effectively provide this transit service in a timely and responsive manner. This service improves the mobility of transit-dependent patrons.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This contract amendment is for a total amount not to exceed \$462,000 for the six-month term (\$77,000 monthly), plus an additional 30 percent per month for bus rental costs and unforeseen, additional work within the scope of the contract amendment. The extension will commence on December 1, 2007, on a month-to-month basis for up to six months. The necessary funds are available in the Second Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2007-08 Transit Operations Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 8, 1998, your Board approved Contract No. 71937 with Watts Labor Community Action Committee for the operation and management of the Hahn's Trolley and Shuttle Service to provide fixed-route transit service to eligible patrons of the unincorporated area of Willowbrook. The contract was for an initial three-year period with two 1-year renewal options beginning October 1, 1998. On September 9, 2003, Agenda Item 32, your Board approved an extension of this contract for up to six months starting October 1, 2003, to allow Public Works to complete the solicitation process for a replacement contract. Proposals were received; however, all proposals were rejected. On March 16, 2004, Agenda Item 48, your Board approved an extension of this contract for up to nine months from April 1, 2004 to December 31, 2004.

Public Works conducted community meetings and revised the scope of work to expand the service by adding a fourth route. Due to the extensive community input regarding the additional route, on December 7, 2004, Agenda Item 33, your Board approved an extension of this contract for an additional nine months from January 1, 2005 to September 30, 2005. The process to add the new route into the revised scope of work had taken longer than anticipated. On September 6, 2005, Agenda Item 43, your Board approved an extension of this contract for an additional nine months from October 1, 2005 to June 30, 2006.

During the nine-month period, the proposed scope of work was further modified to specify that the contractor will be required to provide three themed trolleys and three shuttle vehicles for the new service as the County-owned vehicles are scheduled to be retrofitted or retired from service due to their age. On June 13, 2006, Agenda Item 47, your Board approved an extension of this contract for an additional 11 months from July 1, 2006 to May 31, 2007. A new Request for Proposals was released on October 23, 2006. Four proposals were received on December 4, 2006. All four proposals failed some portion of the initial screening. As a result, all proposals were rejected. A revised Request for Proposals was released on March 19, 2007. On May 15, 2007, Agenda Item 43, your Board approved an extension of this contract for an additional six months from June 1, 2007 to November 30, 2007. Public Works has not completed the solicitation process for a replacement contract. The purpose of this action is to allow additional time for Public Works to complete the process.

Prior to the Director of Public Works executing the amendment, which will be substantially similar to Attachment A, the contractor will sign and County Counsel will approve as to form.

This amendment will extend the term length of the contract. It contains the current Board-adopted policy for financial record retention and audit and the State-mandated provisions regarding displaced transit employees and contractor's charitable activities.

This Proposition A contract does not allow for a cost-of-living adjustment for the duration of this extension. However, an adjustment is included in the contract amount for fuel cost adjustments in accordance with Amendment 8.

All other terms, conditions, requirements, and specifications of the original contract, as previously amended, shall remain in effect.

Since this is a Proposition A contract, Public Works has evaluated and determined that the contractor is a nonprofit 501(c)3 organization and will be exempt from the Living Wage Program.

The Honorable Board of Supervisors
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Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

ENVIRONMENTAL DOCUMENTATION

This service is statutorily exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080 (b) (10) because it involves the provision of commuter services on an existing right of way.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The extension of this contract provides for the continuation of the current service and will not result in the displacement of any County employees since this service is currently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
GZ:dw

Attachment

c: County Counsel
Department of Public Works (Programs Development)

AMENDMENT 9 TO CONTRACT NO. 71937HAHN'S TROLLEY AND SHUTTLE SERVICE –
UNINCORPORATED COMMUNITY OF WILLOWBROOK

This AMENDMENT, made and entered into this _____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), and the WATTS LABOR COMMUNITY ACTION COMMITTEE, a nonprofit corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 71937 was entered into between the COUNTY and the CONTRACTOR on September 8, 1998, to provide the fixed-route transit service for eligible patrons of the unincorporated area of Willowbrook (hereinafter referred to as SERVICE); and

WHEREAS, the Amendment 8 to Contractor No. 71937 expires on November 30, 2007; and

WHEREAS, COUNTY and CONTRACTOR agree that it is in the public interest to continue to provide SERVICE at the same terms, conditions, requirements, and specifications of the original Contract and prior amendments; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to further extend Contract No. 71937 on a month-to-month basis for up to six months for the Hahn's Trolley and Shuttle Service beginning December 1, 2007, while COUNTY completes the solicitation process for a replacement contract.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CONTRACTOR and of the promises herein contained, it is hereby agreed as follows:

FIRST: Contract No. 71937 is hereby extended on a month-to-month basis for up to six months, beginning on December 1, 2007, and not to extend past May 31, 2008. CONTRACTOR shall provide continual SERVICE from month to month, commencing on December 1, 2007, up to the maximum period of six months, through and including May 31, 2008, unless the COUNTY provides written notice of nonrenewal at least ten (10) days before the last day of any month, in which case this Contract shall expire as of midnight of the last day of that month.

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SECOND: Part III, Service Contract General Requirements, is hereby amended to add new Section 53, Changes and Amendments of Terms, which provides as follows:

- For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board of Supervisors and the Contractor or if delegated by the Board, the Director, and the Contractor.

THIRD: Except as modified by this AMENDMENT thereto, all other terms, conditions, requirements, and specifications of this Contract and prior amendments shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

WATTS LABOR COMMUNITY ACTION
COMMITTEE

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name